



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request For Bids For Construction Services

Two-Stage Bidding Process

Stage II – General Contractors Bidders List
Invitation to Bid

Wednesday, March 22, 2006

COUNTERTOP REPLACEMENT QUAILRUN AND OAKRIDGE RESIDENTIAL BUILDINGS

UTAH STATE DEVELOPMENTAL CENTER AMERICAN FORK, UTAH

DFCM Project No. 05201410

Vincent Design Group
401 East 1700 South
Salt Lake City, Utah 84115-1731

TABLE OF CONTENTS

	<u>Page Number</u>
Title Sheet	1
Table of Contents	2
Invitation to Bid	3
Stage II - Bidding Process	4
Stage II - Project Schedule	9
Bid Form	10
Bid Bond Form	12
Contractors Sublist Form	13
Fugitive Dust Plan	16
Contractor's Agreement	23
Performance Bond	28
Payment Bond	29
Change Order Form	30
Certificate of Substantial Completion	31

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM:

DFCM General Conditions dated May 25, 2005

DFCM Application and Certificate for Payment dated May 25, 2005

Technical Specifications:

Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

INVITATION TO BID

ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I ARE ALLOWED TO BID ON THIS PROJECT

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting bids for the construction of the following project:

COUNTERTOP REPLACEMENT-QUAILRUN AND OAKRIDGE RESIDENTIAL BUILDINGS
UTAH STATE DEVELOPMENTAL CENTER - AMERICAN FORK, UTAH
DFCM PROJECT NO: 05201410

Project Description: This work is to replace countertops in the Quailrun and Oakridge Residential Buildings on the Utah State Developmental Center Campus at 895 North 900 East, American Fork, Utah 84003. The work includes selective demolition, new solid material countertops, new plumbing, new plumbing fixtures, new electrical, and new flooring. **Construction Cost Estimate:** \$63,000.00

<u>FIRM NAME</u>	<u>POINT OF CONTACT</u>	<u>PHONE</u>	<u>FAX</u>
ABCO Construction, Inc.	Mr. Reed Price	(435) 723-3770	(435) 723-3311
Ascent Construction	Mr. Dan Wall	(801) 299-1711	(801) 299-0663
Bellock Construction, Inc	Ms. Melody Bellock	(801) 277-7805	(801) 277-5751
Broderick and Henderson Const	Mr. Gary Broderick	(801) 225-9213	(801) 225-4697
Cal Wadsworth Construction	Mr. Cal Wadsworth	(801) 208-1957	(801) 208-1975
Chad Husband Construction, Inc	Mr. Richard Marshall	(801) 972-1146	(801) 886-1784
Control Inc.	Mr. Ralph B. Burk	(801) 561-2263	(801) 561-2305
Darrell Anderson Construction	Mr. James Anderson	(435) 752-6860	(435) 752-7606
Garff Construction	Mr. Phil Henriksen	(801) 973-4248	(801) 972-1928
Gramoll Construction	Mr. Ken Romney	(801) 295-2341	(801) 295-2356
Jepson Construction	Mr. Rick Jepson	(801) 774-8860	(801) 773-8980
Keller Construction	Mr. S. Daniel Hill	(801) 972-1018	(801) 972-1063
McCullough Engineering	Mr. Jim McCullough	(801) 466-4949	(801) 466-4989
Saunders Construction	Mr. Edward Saunders	(801) 782-7830	(801) 782-7856
Spectrum Construction of Utah	Mr. Ronald Snowden	(801) 915-6222	(801) 607-2203
Valley Design and Construction	Mr. Corey King	(801) 927-9542	(801) 927-9544
Wade Payne Construction, Inc.	Mr. Wade Payne	(801) 226-6144	(801) 226-7772

The bid documents will be available on at 10:00 AM on Wednesday, March 22, 2006 in electronic format from DFCM at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801)538-3018 and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Rick James, Project Manager, DFCM, at (801) 538-3270. No others are to be contacted regarding this project. A **MANDATORY** pre-bid meeting and site visit will be held at 10:00 AM on Thursday, March 23, 2006 at the Quailrun Residential Building on the Utah State Developmental Center Campus at 895 North 900 East, American Fork, Utah 84003. All short listed prime contractors wishing to bid on this project must attend this meeting.

Bids must be submitted by 3:00 PM on Wednesday, March 29, 2006 to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. Note: Bids must be received at 4110 State Office Building by the specified time. The contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah. A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid. The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

STAGE II BIDDING PROCESS

ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I ARE ALLOWED TO BID ON THIS PROJECT

1. Invitational Bid Procedures

Invitation to Bid: DFCM will notify each short-listed firm via e-mail and/or fax when a project is ready for construction services.

Bid Documents: Bidding documents including plans and specifications (if applicable) may be obtained by accessing DFCM's web page at <http://dfcm.utah.gov> or at DFCM's office 4110 State Office Building, Salt Lake City, Utah 84114.

Mandatory Pre-Bid Site Meeting: If required, the schedule contained in this document will indicate the date, time, and place of the mandatory pre-bid site meeting. At this meeting, contractors will receive additional instructions about the project and have an opportunity to ask questions about project details. If a firm fails to attend a pre-bid site meeting labeled "Mandatory" they will not be allowed to bid on the project.

Written Questions: The schedule contained in this document will indicate the deadline for submitting questions in writing to the DFCM Representative pertaining to this project.

Final Addendum: The schedule contained in this document will indicate the deadline for DFCM issuing the final addendum clarifying questions and changes to the scope of work. Contractors are responsible for obtaining and responding to information contained in the addenda.

Submitting Bids: Bids must be submitted to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114 by the deadline indicated on the schedule contained in this document. Bids submitted after the deadline will not be accepted. Bids will be opened at DFCM on the date, time, and place indicated on the schedule. (Additional information pertaining to bidding is contained later in this document). It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

Subcontractors List: The firm selected for the project must submit a list of all subcontractors by the deadline indicated on the schedule contained in this document. (Additional information pertaining to subcontractor lists is contained later in this document)

2. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

3. **Bids**

Before submitting a bid, each bidder shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than the DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **Note: A cashier's check cannot be used as a substitute for a bid bond.**

4. **Contract and Bond**

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

5. **Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The subcontractors list shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contract for a period of up to three years.

6. **Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

7. **Addenda**

Any Addenda issued during the time of bidding shall become part of the Contract Documents made available to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the Contract.

8. **Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. The DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

9. **DFCM Contractor Performance Rating**

DFCM will evaluate the performance of the Contractor. This evaluation may include comments from the User. The Contractor will have an opportunity to review and comment on the evaluation. Evaluations, including the Contractor's comments, may be considered in future selection in the evaluation of the Contractor's past performance.

10. **Licensure**

The Contractor shall comply with and require all of its Subcontractors to comply with the license laws as required by the State of Utah.

11. **Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

12. **Time is of the Essence**

The completion deadline for this project is **Wednesday, June 28, 2006**. Failure to meet the completion deadline may result in a poor performance rating from DFCM which may have a negative impact on your firm's ability to obtain future work with the state of Utah and may also result in liquidated damages being assessed. Time is of the essence in regard to all the requirements of the Contract Documents.

13. **Withdrawal of Bids**

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

14. **Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed

the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued Addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. **Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by the DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor.

16. **Debarment.**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by the DFCM as part of the requirements for award of the Project.

**Division of Facilities Construction and Management**

PROJECT SCHEDULE

Stage II = Two-Stage Bidding Process

PROJECT NAME: COUNTERTOP REPLACEMENT QUAILRUN AND OAKRIDGE RESIDENTIAL BLDGS UTAH STATE DEVELOPMENTAL CTR – AMERICAN FORK, UTAH DFCM PROJECT NO.: 05201410				
Event	Day	Date	Time	Place
Stage II Bidding Documents Available	Wednesday	March 22, 2006	10:00 AM	DFCM, 4110 State Office Bldg, SLC, UT and DFCM web site *
Mandatory Pre-bid Site Meeting	Thursday	March 23, 2006	10:00 AM	Quailrun Residential Building Utah State Developmental Ctr 895 North 900 East American Fork UT
Last Day to Submit Questions	Friday	March 24, 2006	4:00 PM	DFCM, 4110 State Office Bldg, SLC, UT
Final Addendum Issued	Monday	March 27, 2006	4:00 PM	DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site*
Prime Contractors Turn in Bid and Bid Bond / Bid Opening in DFCM Conference Room	Wednesday	March 29, 2006	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT
Subcontractors List Due	Thursday	March 30, 2006	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT
Project Completion Date	Wednesday	June 28, 2006		

* DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

DFCM

Division of Facilities Construction and Management

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the Request for Bids for the **COUNTERTOP REPLACEMENT – QUAILRUN AND OAKRIDGE RESIDENTIAL BUILDINGS – UTAH STATE DEVELOPMENTAL CENTER – AMERICAN FORK, UTAH – DFCM PROJECT NO. 05201410** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by **Wednesday, June 28, 2006**, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$100.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

BID FORM
PAGE NO. 2

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

By: _____
Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and Management****INSTRUCTION AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

GROUND FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**Division of Facilities Construction and Management****SUBCONTRACTORS LIST
FAX TO 801-538-3677****PROJECT TITLE:** _____**Caution:** You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality

April 20, 1999

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).
10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Description of Fugitive Dust Emission Controls on Site

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

Description of Fugitive Dust Control Off-site

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).

2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the source's dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____
_____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____
_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete within _____ (____) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the

CONTRACTOR'S AGREEMENT
PAGE NO. 3

Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT
PAGE NO. 5

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

Signature Date

Title: _____

State of _____)
County of _____)

Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

Notary Public

My Commission Expires _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

Financial Manager, Date
Division of Facilities Construction
and Management

**DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

Manager - Date
Capital _____

APPROVED AS TO FORM:
ATTORNEY GENERAL
May 25, 2005
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

Division of Finance Date

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General
28

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

CHANGE ORDER # _____

CONTRACTOR: _____

AGENCY OR INSTITUTION: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

ARCHITECT: _____

DATE: _____

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: _____ Date _____

Architect/Engineer: _____ Date _____

Agency or Institution: _____ Date _____

DFCM: _____ Date _____

Funding Verification: _____ Date _____



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management**DFCM****CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

☐ Record Drawings ☐ O & M Manuals ☐ Warranty Documents ☐ Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____. (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) by: _____
(Signature) DATE

A/E (include name of firm) by: _____
(Signature) DATE

USING INSTITUTION OR AGENCY by: _____
(Signature) DATE

DFCM (Owner) by: _____
(Signature) DATE

4110 State Office Building, Salt Lake City, Utah 84114
telephone 801-538-3018 • facsimile 801-538-3267 • <http://dfcm.utah.gov>

cc: Parties Noted
DFCM, Director

SPECIFICATION

REMODEL OF
OAKRIDGE AND QUAIL RUN
DORMITORY BUILDINGS

For

UTAH STATE DEVELOPMENTAL CENTER
American Fork, Utah

DFCM Project #05201410

SPECIFICATION INDEX

TITLE

SUBJECT

INDEX

01300 SUBMITTALS
01400 QUALITY CONTROL
01600 MATERIAL AND EQUIPMENT
01700 CONTRACT CLOSEOUT

02072 MINOR DEMOLITION FOR REMODELING

06001 CARPENTRY WORK

09650 RUBBER BASE AT CABINETS

15400 PLUMBING
15450 PLUMBING FIXTURES

16000 GENERAL PROVISIONS, ELECTRICAL

LIST OF DRAWINGS

SHT. NO.

GI-000	TITLE SHEET, LEGEND, AND DRAWING INDEX
AE-101	OAKRIDGE AND QUAIL RUN FLOOR PLANS
AE-102	KITCHEN PLANS, ELEVATIONS, DETAILS, & SPECIFICATION NOTES

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers' field services and reports.
- B. Section 01700 - Contract Closeout: Contract, warranty, and manufacturer's certificates and closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal to Architect/Engineer for approval.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number (s) and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialled certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the work and contract documents.
- D. Schedule submittals to expedite the project, and deliver to Architect/Engineer at business address. Coordinate submittal of related items.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.
- F. Provide space for Contractor and Architect/Engineer review stamps.
- G. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after date established in Notice to Proceed for Architect/Engineer review.
- B. Revise and resubmit as required.

- C. Submit computer generated network analysis diagram using the critical path, PERT method, or generally as outlined in Associated General Contractors of American (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".
- D. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those Owner furnished and under allowances.

1.05 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus four copies which will be retained by Architect/Engineer.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.06 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus four copies which will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
- C. After review distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.07 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer's selection.
- C. Include identification on each sample with full project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples which may be used in the work are indicated in individual specification sections.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificate to Architect/Engineer for review in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals" Submission of Manufacturers' Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the work.

- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect/Engineer.
- 1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS
- A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.
 - B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable and to initiate instructions when necessary.
 - C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
 - D. Submit report in duplicate within 30 days of observation to Architect/Engineer for review.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Section 01400 - Quality Control: Product quality monitoring.

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work.
- B. Provide interchangeable components of the same manufacturer for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products

are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for substitutions only within 5 days of Bid Opening.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with reapproval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - 3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspections, Owner prefinal and final.
- B. Provide submittals to Architect/Engineer and Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted contract sum, previous payments, and sum remaining due.
- D. Owner will occupy all portions of the building upon final acceptance of project.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean and replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site, sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:

1. Contract drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the contract.
 5. Reviewed shop drawings, product data, and samples.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 - e. Changes made by Addenda and modifications.
- E. Record documents and shop drawings: Legibly mark each item to record actual construction including.
- F. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit three sets prior to final inspection bound in 8-1/2 x 11 inch text pages, three ring binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- C. Internally subdivide the binder contents with permanent page dividers logically organized as described below with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. Identify the following:
1. Significant design criteria.
 2. List of equipment.
 3. Parts list for each component.
 4. Operating instructions.
 5. Maintenance instructions for equipment and systems.
 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
1. Shop drawings and product data.
 2. Air and water balance reports.
 3. Certificates.
 4. Photocopies of warranties.
- H. Submit one copy of completed volumes in final form at prefinal inspection. This copy will be returned with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised within ten days after final inspection.

1.07 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site and place in location as directed by Owner; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02072

MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of designated cabinet work and construction.
- B. Refer to items as indicated on the drawings.

1.02 REGULATORY REQUIREMENTS

- A. Submit under provisions of GENERAL CONDITIONS.

1.03 REGULATORY REQUIREMENTS

- A. Conform to I.B.C. code for demolition work, safety of structure, dust control and Owner access and exit requirements.
- B. Notify and coordinate with Owner on affected utilities before starting work and comply with their requirements.
- C. Do not close or obstruct egress width to exits.
- D. Conform to procedures applicable when discovering hazardous or contaminated materials.

1.04 SEQUENCING

- A. Sequence work under the provisions of GENERAL CONDITIONS and Owner operations.

1.05 SCHEDULING

- A. Schedule work to coincide with new construction.
- B. Describe demolition removal procedures and schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 PREPARATION

- A. Provide, erect, and maintain temporary barriers at locations required by remodel work.
- B. Protect existing materials and Owner merchandise and fixtures which are not to be demolished.
- C. Prevent movement or damage to structure; provide required bracing and shoring.
- D. Mark location of utilities and verify with Owner before commencing cutting where utility lines are located in walls and floor/tunnel.

3.02 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent occupied building spaces.

- B. Cease operations immediately if structure appears to be in danger. Notify Architect/Engineer. Do not resume operations until directed.
- C. Maintain protected egress and access to the Work.

3.03 DEMOLITION

- A. Disconnect, remove, cap, and identify designated utilities within demolition areas. Make sure that Owner's equipment is isolated and off prior to cutting. Reconnect services to Owner equipment immediately required to business functions.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members and provide any necessary shoring and bracing required..
- C. Except where noted otherwise, remove demolished materials from site. Do not burn or bury materials on site.
- D. Remove and legally dispose of all demolished materials from site as work progresses. Upon completion of work, leave areas in clean condition.
- E. Remove temporary work.

END OF SECTION

SECTION 06001

CARPENTRY WORK

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Rough carpentry, finish carpentry, and cabinet work. Refer to Schedule located at the end of this Section.

1.02 QUALITY ASSURANCE

- A. When applicable, fabricate cabinetwork and site made finish carpentry items in accordance with recommendations of Quality Standards of Architectural Woodwork Institute (AWI).

1.03 SUBMITTALS

- A. Submit shop drawings under provisions of GENERAL CONDITIONS.
- B. Indicate millwork and finish items.
- C. Submit samples under provisions of GENERAL CONDITIONS of standard colors and patterns of plastic laminate for Architect/Engineers selection.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver shop fabricated carpentry items until space conditions are finished adequately to receive the work. Protect items from weather while in transit.
- B. Store indoors, in ventilated areas with a constant, minimum temperature of 60 degrees F, maximum relative humidity of 25 to 55 percent.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY AND CABINETWORK MATERIALS

- A. Softwood Lumber: PS 20; graded in accordance with the requirements of AWI; maximum moisture content of 6 percent for interior work and 10 percent for exterior work; of following species and grades:

<u>Item</u>	<u>Species</u>	<u>Quality</u>
Trim, & moldings	Pine	Custom (painted)

2. Finish Cabinet & Trim: Douglas Fir Plywood; graded in accordance with AWI; core material of veneer; of the following grades and eventual finishes:

<u>Item</u>	<u>Grade</u>	<u>Finish</u>
Cabinet face finish	Cabinet	Plastic Laminate
Cabinet & counter tops	Custom	Solid Surface, 3/4" min.

3. Countertops: Custom solid surface, 3/4" thickness: ~~As~~tile Stone~~or~~ ~~Mar~~ble Stone~~or~~ or approved equal.
- D. Melomine: Two sided laminate surface for shelves interior, ends, and unexposed surface.

- E. Plastic Laminate: General purpose type; minimum 1/16 inches thick; manufactured by Formica, Wilsonart, or Nevermar.
- F. Adhesive: Contact type manufactured by Formica. For shop fabricated work, adhesive: of type recommended by millwork manufacturer to suit application.
- G. Nails: Use common nails; all nailing shall be per Table 25Q of 1994 U.B.C.
- H. Bolts, Nuts, Washers, Lags, Pins and Screws: Size and type to suit application; galvanized finish in concealed and exposed locations.

2.02 CABINET HARDWARE

- A. Shelf Brackets
- B. Drawer Glides
- C. Hinges

2.03 FABRICATION

- A. Fabricate cabinetwork and finish carpentry items in accordance with recommendations of AWI and to extent indicated in Schedule located at the end of this Section. Shop fabricate items where possible.
- B. Fit shelves, doors and exposed edges with 1/8 inch thick solid vinyl edging. Use full length pieces only.
- C. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Corners and joints to be hairline. Slightly bevel arrises. Locate counter butt joints at least 2 feet from sink cut-outs.
- D. Cap exposed plastic laminate board edges with 1/8" solid vinyl edging. Mechanically fasten splashbacks to countertops.
- E. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- F. Use exposed fastening devices or nails only when unavoidable.
- G. Shop assemble cabinetwork and finish carpentry items for delivery to site in sizes easily handled and to ensure passage through building openings.

2.04 PREPARATION OF FINISH CARPENTRY ITEMS AND CABINETWORK FOR FINISHING

- A. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fitments. Verify locations of cutouts from site dimensions. Seal contact surfaces of cutouts.

PART 3 EXECUTION

3.01 INSTALLATION OF FINISH CARPENTRY ITEMS AND CABINET WORK

- A. Set and secure cabinetwork and finish carpentry items in place to required levels and lines, rigid, plumb, square, cut and fitted.
- B. Fit carpentry to other construction, scribe and cope as required for accurate fit. Correlate locations of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- C. Use purpose designed fixture attachments for mounted components. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- D. Use threaded steel concealed joint fasteners to align and secure adjoining counter tops.

- E. When necessary to cut and fit on site, make material with ample allowance for cutting. Provide trim for scribing and site cutting.
- F. Permanently fix counter tops to wall using appropriate angles and anchorages.
- G. Countersink semi-concealed anchorage devices used to wall mount components and conceal with solid plugs of species to match surrounding wood. Place flush with surrounding surfaces.
- H. Carefully scribe countertop which is against other building materials, leaving gaps of 1/32 inch maximum. Do not use additional overlay trim for this purpose.
- I. Install and adjust cabinet hardware to correct operation.
- J. Install hardware fixtures and accessories supplied under other Sections for installation. Install items in accordance with manufacturer's instructions. NOTE: New sink is bottom mounted and requires finish cutout edges; verify sink requirements.
- K. Ensure that mechanical and electrical items affecting this Section of work are properly placed, complete, and have been inspected by the Architect/Engineer prior to commencement of installation.

3.02 SCHEDULE

- A. Rough Carpentry Work:
 - 1. Building and cabinet layout and supervision.
 - 2. Miscellaneous furring and blocking.
 - 3. Behind wall wood blocking for support of hardware accessories.
- B. Interior Finish Carpentry Work:
 - 1. Off-site constructed millwork; and installation of finish hardware.
 - 2. On-site applied plastic laminate, solid surface countertops with brackets, hardware, etc..

END OF SECTION

SECTION 09650

RUBBER BASE AT CABINETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient base.

1.02 REFERENCES

- A. ASTM E84 - Surface Burning Characteristics of Building Materials.
- B. Sheet Vinyl Roll Material.

1.03 REGULATORY REQUIREMENTS

- A. Conform to State and local I. B. C. for flame/ fuel/smoke rating requirements.

1.04 SUBMITTALS

- A. Submit shop drawings and product data under provisions of GENERAL CONDITIONS.
- B. Provide product data on specified products, describing physical and performance characteristics, sizes, patterns and colors available.
- C. Submit samples under provisions of GENERAL CONDITIONS.
- D. Submit two samples 3 x 3 inches in size, illustrating color and pattern for each floor material specified.
- E. Submit manufacturer's installation instructions.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data under provisions of GENERAL CONDITIONS.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS - TILE FLOORING

- A. Armstrong.
- B. Azrock.
- C. GAF.

D. Substitutions: Under provisions of GENERAL CONDITIONS.

2.02 TILE FLOORING MATERIALS (And Coved Base)

A. Vinyl.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft, and are ready to receive Work. Make sure all old existing tile and adhesive are removed and surface is acceptable.

B. Beginning of installation means acceptance of existing substrate and site conditions.

3.02 INSTALLATION - BASE MATERIALS

A. Install in accordance with manufacturers' instructions.

B. Spread only enough adhesive to permit installation of materials before initial set.

3.03 INSTALLATION - COVED BASE MATERIAL

A. At corners, use premanufactured units. At exposed ends use premanufactured units.

B. Install coved base on solid backing with coved wood corner furring. Bond tight to wall and floor surfaces.

C. Scribe and fit to door frames and other interruptions.

3.04 CLEANING

A. Remove excess adhesive from floor, base, and wall surfaces without damage.

END OF SECTION

SECTION 15400 - PLUMBING (Disconnect existing and reconnect new plumbing fixture in new cabinets.)

1.01 GENERAL AND SPECIAL CONDITIONS

The General and Special Conditions are hereby made a part of this division.

1.02 SCOPE

This Division shall include complete installation of the following:

A complete cold water and hot water distribution system.

A complete waste and vent system.

Rough-in and connection to fixtures furnished by others.

1.03 MATERIAL

All domestic cold water and hot water piping above grade shall be copper type "L" with wrought copper fittings. All cold water piping below grade shall be type "K" copper with wrought copper fittings. Water piping outside building shall be copper type "K". Solder shall be 95/5.

All soil, waste and vent piping inside building, and to 5'-0" outside building shall be spun service weight no-hub cast iron soil pipe with standard fittings. Pipe shall be coated inside and out with coat tar varnish. Stainless steel mechanical gasketed joints shall be used.

All vent piping two inches (2") and smaller, except those below grade, shall be ASTM A-120 Schedule 40, galvanized steel pipe with malleable iron fittings. Vent piping 2-1/2" and larger or below grade shall be service weight cast iron.

Drain piping shall be type "M" copper with wrought copper fittings.

ABS pipe with ABS fittings and solvent welded joints may be used for waste and vent pipings where allowed by Local Code.

Where water, waste or events penetrate wood members or are supported by hangers, they shall be wrapped with 1/4" felt or neoprene equal to "trisulator" such that no piping shall be in direct contact with wood or steel.

1.04 TRAPS

Each fixture and appliance installed in the work and discharging water into the sewer or house drainage lines shall have a seal trap arranged in connection with a complete venting system and installed so that all gases shall pass freely to the atmosphere with no pressure for siphon condition on the water seal.

1.05 VENTS

The entire system shall be properly vented to an atmosphere and discharge all gases at points not less than 12" above roof line. The main building drainage line and all soil and waste branch lines, together with each fixture vent line, shall be vented. The vent lines shall be joined together into the least practicable number of pipes to be projected through the roof, and where vent lines are joined or grouped in the common vent, lines shall be properly increased in size. The joining of vents shall be no lower than six (6") above the highest fixture. Each fixture shall be back vented on all gases to atmosphere. Vent lines shall be offset, if necessary, so that they will not pierce the roof at a point within 2'0" of the edge of the roof.

1.06 CLEANOUT

Full size cleanouts shall be installed at the base of each soil or rainwater stack and at the end of each horizontal run of sanitary piping. The distance between cleanouts in horizontal runs of piping shall not exceed 100'0". Install all other cleanouts where shown on the drawings and where required by State, Local, or National Plumbing Codes.

Cleanouts shall have iron bodies with threaded brass screw plugs. They shall be full size of the pipe lines in

which they are installed up to and including four inches (4") in size. Cleanouts in lines over four inches (4") in size shall be four inches (4"). Cleanouts in ABS lines shall be of like materials.

All cleanouts shall be installed in locations easily accessible for roddings. Where stacks or other piping are concealed, cleanouts shall be installed above the floor with extension made to the finished wall surface.

Cleanouts shall be J.R. Smith Co. or equal in areas as follows:

Finished Floors #4023 with nickel bronze top.
Walls, toilet room and tile #4253.
Exterior panel areas #4253.
Concrete floors #4223 with cast iron top.

All exterior cleanouts shall be extended to grade and poured flush in a 16" X 16" X 4" concrete pad.

1.07 VACUUM BREAKERS

All water outlets with hose ends shall be compete with vacuum breakers. Where vacuum breaker is not specified with fixture trim, the breaker shall be installed in the supply line to the fixture.

1.08 DISINFECTING

After the entire system is completed, tested for pressure and just before the building is ready to be occupied, this Contractor shall disinfect the system as follows: After flushing the mains, introduce a water and chloride solution for a period of not less than three (3) hours before final flushing out of the system.

1.09 TEST AND ADJUSTMENTS

The pressure shall remain on all parts of the system for a sufficient period of time to permit complete examination and inspection. All defects in materials and workmanship which appear during the test shall be promptly remedied and the test reapplied.

Any piping which is to be insulated, placed within the construction or otherwise concealed, shall be carefully tested before being permanently enclosed.

All testing shall be performed in the presence of the Architect and Plumbing Inspector and shall meet with their approval. Instruments required for making the tests shall be provided by this Contractor.

1.10 PLUMBING FIXTURES

This Contractor shall furnish and install all fixtures shown or specified hereinafter and make all parts complete and leave the entire system in perfect working order. He shall clean and adjust all fixtures before leaving job. Any damaged or cracked fixtures shall be replaced at the Contractor's expense.

The fixtures shall be all new and complete as shown or described in catalog or required for the work, including accessible loose key compression stops above floor in supplies to all fixtures and cast brass "P" traps unless otherwise shown. Trim for all fixtures shall be chrome-plated and all trim shall match in design. All exposed piping occupied spaces shall be chrome-plated.

Supply faucets shall have renewable seats and barrels.

Stops shall be provided in all water lines to individual sinks, etc., as part of plumbing contract.

Provide all ground and supports for fixtures and equipment. Arrange with contractors for installation of built-in items, blocking and additional necessary supports. Pay all costs in connection therewith.

Vitreous China Fixtures to be twice-fired, all exposed surfaces with opaque vitreous glaze. Cast iron fixtures to be finished inside with acid-resisting porcelain enamel. See plans for Plumbing Fixture Schedule. Fixtures are indicated on Plumbing Fixtures Schedule. Equivalent toilet fixtures manufactured by American Standard, Kohler, and Eljer are approved.

END OF SECTION

SECTION 15450 - PLUMBING FIXTURES

PART 1 GENERAL

1.01 SUPPLEMENTAL DOCUMENTS

The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

Requirements of Section 15400, "Plumbing Systems" apply to this section.

1.02 SCOPE OF WORK

The work includes all necessary labor, materials, equipment, accessories, transportation, service fees and permits in providing plumbing fixtures in the building as shown on the drawings and as described below.

Furnish and install all plumbing fixtures, fixture trim, specialties, drains, etc., as indicated on the drawings for the complete plumbing system.

Connect plumbing fixtures to piping as indicated.

1.03 CODES AND STANDARDS

All work included in the scope of this specification shall conform to the latest adopted versions of the applicable codes and standards, including the following:

International Plumbing Code
International Building Code
International Mechanical Code

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver plumbing fixtures individually wrapped in factory fabricated containers.

Handle plumbing fixtures carefully to prevent breakage, chipping and scoring the fixture finish. Don't install damaged plumbing fixtures, replace and return damaged units to manufacturer.

PART 2

PRODUCT AND WORKMANSHIP

2.01 TRAPS

Each plumbing fixture and piece of equipment requiring connection to the drainage system shall be equipped with a P-trap.

P-trap shall be compatible with the fixture. Traps, unless integral type or as noted otherwise, shall be cast iron, or of a recessed drainage pattern on threaded pipe. Furnish cleanout plugs on all traps above grade.

2.02 FLOOR DRAIN PANS

Floor drains shall have a three pound lead sheet pan 36 inches as noted. Floor drains with clamping collars shall be used where drains are cast in concrete.

2.03 PLUMBING FIXTURES

General

Plumbing fixtures shall be new with catalog number of American Standard being used unless noted otherwise.

The fixtures shall be complete as shown or described in catalog or as required for the work.

Where more than one type of fixture is indicated, selection is installer's option: but all fixtures of the same type must be furnished by a single manufacturer.

The fixtures shall include accessible compression stops above floor in supplies to all fixtures and a minimum 17 gauge P-trap unless otherwise shown.

All exposed supply piping and piping from stops shall be chrome plated.

Supply faucets shall have renewable inserts.

All gooseneck faucet spouts must have a union type connection on the inlet and must be readily convertible from rigid to swing or swing to rigid without disturbing the faucet or fitting body.

Operating unit stems with spline connections for handles are not acceptable and all handles must be interchangeable.

Stops shall be provided in all water lines to individual sinks as part of the plumbing contract.

All fixtures shall be caulked to the floor or wall with a water resistant butyl runner caulking compound.

Carriers shall be provided for all wall hung equipment. Carrier shall have cast iron supports of either graphitic gray iron ductile iron, or malleable iron as indicated.

Where fixture supplies and drains penetrate walls, provide chrome plated cast brass escutcheons with set screw.

Comply with additional fixture requirements contained in the plumbing fixture schedule.

Approved Manufacturers:

Plumbing fixture:	American Standard: U.S. Plumbing Products Eljer Plumbingware Div., Household International Co. Kohler
-------------------	--

Fixture Trim:	American Standard: U.S. Plumbing Products Chicago Faucet Co. Kohler Co.
---------------	---

Hand Sink (HS-1): See drawings.

Kitchen Sink (KS-1): See drawings.

PART 3

EXECUTION

3.01 PLUMBING FIXTURE INSTALLATION

Installer of plumbing fixtures must examine roughing in work domestic water and waste piping systems to verify actual locations of piping connections prior to installing fixtures. Also examine floors and conditions under which work is to be accomplished. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

Install plumbing fixtures and specialties of types indicated where shown and at indicated heights; in accordance with fixture manufacturer's written instruction, roughing in drawings, and within recognized industry practices. Ensure that plumbing fixtures comply with requirements and serve intended purposes. Comply with applicable requirements of the Local Plumbing Code pertaining to installation of plumbing fixtures.

Fasten plumbing fixtures securely to indicated supports of building structure, and ensure the fixtures are level and plumb.

Upon completion of installation of plumbing fixtures and after units are water pressurized, test fixtures to demonstrate capability and compliance with requirements. Correct all malfunctioning fixtures. If fixtures or accessories can not be corrected on site, remove and replace with new fixture and proceed with retesting.

Inspect each installed fixture and accessory for damage to finish. Restore and match finish to original condition. If fixture cannot be repaired on site, remove fixture and replace with new fixture. Feasibility and match will be determined by the Architect/Engineer. Remove cracked or dented fixtures and replace with new fixture.

Clean plumbing fixtures, trim, and strainers of dirt, and debris upon completion of installation.

Adjust water pressure at drinking fountains, faucets and flush valves to provide proper flow stream and specified flow capacity.

3.02 INSPECTION AND PREPARATION

Installer of plumbing fixture must examine roughing in work of domestic water and waste piping systems to verify actual locations of piping connections prior to installing fixtures. Also examine floors and conditions under which work is to be accomplished. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to the installer.

Install plumbing fixtures and specialties of types indicated where shown, and at indicated heights; in accordance with fixture manufacturer's written instructions, roughing in drawings and within recognized industry practices.

Ensure that plumbing fixtures comply with requirements and serve intended purpose. Comply with applicable requirements of the Local Plumbing Code pertaining to installation of plumbing fixtures.

Fasten plumbing fixtures securely to indicated supports of building structure, and ensure the fixtures are level and plumb.

3.03 CLEAN AND PROTECT

Clean plumbing fixtures of dirt and debris upon completion of installation.

Protect installed fixtures from damage during the remainder of the construction period.

3.04 DAMAGE BY LEAKS

The Contractor shall be responsible for all damage to any part of the premises caused by leaks or breaks in pipes or fixtures furnished and or installed under this section for a period of one year from date of acceptance of the work by the Owner. The Contractor shall make all necessary repairs to the Owner's satisfaction and at no cost to the Owner.

END OF SECTION

SECTION 16000
GENERAL PROVISIONS, ELECTRICAL
(Disconnecting and reconnection of existing equipment)

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Supplemental General Conditions and Division 1 Specification Sections apply to work of this section.

1.02 SUMMARY

- 1. This section includes general administrative and procedural requirements for electrical installations to expand the requirements of the General Conditions and Division 1 Specification Sections.

1.03 STANDARDS

- 2. The following industry standards are considered minimum requirements and are made a part of the contract documents:
 - 1. National Electrical Code, 2005 Edition (NEC)
 - 2. Electrical Ordinances of Local Governing Authority
 - 3. Local Fire Marshal's Rules and Regulations
 - 4. Uniform Building Code
 - 5. Uniform Fire Code
 - 6. Underwriters Laboratories (UL)
 - 7. American National Standards Institute (ANSI)
 - 8. National Electrical Manufacturer's Association (NEMA)
 - 9. National Fire Protection Association (NFPA) Standards
 - 10. Regulations of American Standards Association
 - 11. Power Company rules governing installation of electrical service.
- B. If any conflict occurs between these rules and the contract documents or between the plans and specifications, notify the Architect promptly in writing. Do not proceed with any work in conflict until a solution is approved in writing by the Architect.

1.04 WORKMANSHIP

- A. All electrical worker of any nature shall be performed by qualified electricians, experienced in the type of work to be performed licensed with the State of Utah. Electricians shall show their license upon request of the Owner, Architect, and/or their representatives.

1.05 ELECTRICAL WORK INCLUDED

- A. The basic contract work includes all labor, material, tools, transportation, equipment, and superintendence specified, indicated on the drawings, or necessary to make a complete installation of, but not limited to, the following:
 - 1. Apparatus and materials not specifically noted on drawings or mentioned herein, but which are necessary on the drawings or necessary to make a complete installation of, but not limited to the following:
 - 2. All hangers, anchors, sleeves, chases, supports and fittings as may be required and as indicated.

1.06 ACCURACY OF DATA

- A. Given herein and on the drawings are as exact as could be secured, but their absolute accuracy is not guaranteed. Specifications and drawings are for the assistance and guidance of the Contractor.

1.07 VISIT THE SITE

- 1. Contractors are assumed to have visited the site and thoroughly acquainted themselves with conditions

affecting the proposed work. Verify existing conditions and measurements at the building before beginning work.

1.08 WARRANTY

1. Provide warranty for electrical work in accordance with the General Conditions and Division 1 specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials furnished and installed under this Section, for which U.L. Standards have been established, will be listed by and bear the label of Underwriters Laboratories, Inc.
- B. All materials necessary will be new and bear the manufacturer's name, trade name, and catalog or model numbers.. Similar items will be of the same manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Disconnection and installation of equipment and materials will comply with all codes and be accomplished with good workmanship in the judgment of the Architect and Engineer.

3.02 COOPERATION WITH OTHER CONTRACTORS

1. Cooperate with other contractors doing work on the building as may be necessary for the proper execution of the work of various trades employed in construction in the building.
2. Refer to architectural, structural, and mechanical drawings for construction details and coordinate the electrical work with that of other contractors to the end that unnecessary delays and conflicts will be avoided.

3.03 MATERIAL HANDLING

- A. Use all means necessary to protect existing and new materials before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

3.04 CUTTING AND REPAIRING

1. Provide all required cutting, etc., incidental to the electrical work. Make required repairs thereafter to the satisfaction of the Architect.
2. Do not cut into any major structural element, beam, or column without written approval of the Architect.
3. Install the electrical work to proceed with other trades in order to avoid unnecessary cutting of the construction.

3.05 CONSTRUCTION REVIEW

- A. The Owner, Architect, and/or Engineer will perform construction review throughout the construction of the project. The construction review does not relieve the contractor from the responsibility of providing all materials and performing the work in accordance with the Contract Documents.

- B. Notify the Architect in writing, giving ample notice, at the following stages of construction and allow the Owner, Architect and/or Engineer to review the installed work.
- 3. Test all systems and equipment provided and/or connected under the Contract for short circuits, ground faults, proper neutral connections and proper operation in the presence of the Owner, Architect and/or Engineer.
- 4. The entire construction will be installed in accordance with the Contract Documents and be free of mechanical and electrical defects prior to final acceptance of the work.

END OF SECTION